

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk
City Clerk
Time Stamp
2010 MAY 6 12:40

TOTAL BASE BID 1,020,000

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, May 06, 2010

Project Manager: Amit Mutsuddy ~ 945.5166

SJ/SC WPCP MCC Phase II Replacement
Design-Build Project
FY 2009-2010

BIDDER'S NAME: Blocka Construction

Bond ☒ Cashier's Check _____

Addendums Included () 1 YES ☒ NO _____

Non-Collusion Affidavit YES ☒ NO _____

PROPOSAL TO CITY OF SAN JOSE

FOR

MCC PHASE II REPLACEMENT DESIGN-BUILD PROJECT

Name of Bidder: Blocka Construction, Inc.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Environmental Services on April 9, 2010, entitled MCC Phase II Replacement Design-Build Project and the Specifications approved by the Director of Environmental Services on April 9, 2010, entitled MCC Phase II Replacement Design-Build Project on file in the office of the Director of Environmental Services of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Environmental Services, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Environmental Services, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Environmental Services as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Qualifications".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: MCC Phase II Replacement Design-Build Project

Jean Blocka

(print name)

, being first duly sworn, deposes and says that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on May 3, 2010

Blocka Construction, Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: To Be Determined

Expiration Date: To Be Determined

State Contractor Lic. No.: 679326

Classification: A, B, C10, C20

Expiration Date: 10/31/2011

Federal I. D. No.: 94-3146143

Address: 4455 Enterprise Street

Fremont, CA 94538

By: (Signature) (Jean Blocka)

Telephone: 510-657-3683

Title: Secretary/Treasurer

NOTARY

On May 3, 2010 before me, Maureen Kelly-Thompson, Notary Public, personally appeared

(name and title of officer)

Jean Blocka

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

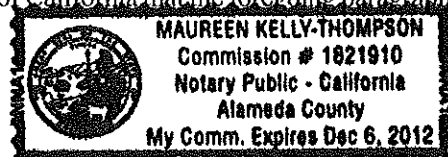
I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Maureen Kelly-Thompson
Notary Public

(Seal)



LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
<i>Apparatus Testing</i>	<i>Rancho Cordova, CA</i>	<i>Electrical Testing</i>

STATEMENT OF QUALIFICATIONS

FOR

SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT
MCC PHASE II REPLACEMENT DESIGN-BUILD PROJECT

FY 2009/2010

Bidders shall identify a minimum of three (3) similar projects within the last five (5) years. Bidders must use and submit this form as a part of their bid proposal. Bidders who wish to identify more than five (5) projects may attach additional pages as necessary to this form. Please note that resumes and/or reference lists may not be submitted in lieu of this form.

All work experience identified in this STATEMENT OF QUALIFICATIONS form must have been completed by the same contractor who is submitting the bid proposal.

<u>PROJECT NO. 1</u>	<u>Date Started</u>	<u>Date Ended</u>	<u>Owner Name and Address</u>	<u>Name and Telephone No. of Person with Personal Knowledge of Bidder's Work on the Project (e.g. Project Manager)</u>
San Jose/Santa Clara WPCP - Filter Influent Pumps Nos. 1 thru 4 Controller Replacement	June 2004	June 2005	City of San Jose - Environmental Services Dept. 700 Los Esteros Road San Jose, CA 95134	Ben S. C. Hong, Construction Manager 408-945-5300 ben.hong@ci.sj.ca.us

<u>PROJECT NO. 2</u>	<u>Date Started</u>	<u>Date Ended</u>	<u>Owner Name and Address</u>	<u>Name and Telephone No. of Person with Personal Knowledge of Bidder's Work on the Project (e.g. Project Manager)</u>
Ryder Street Storage Basin Influent Pump Station	01/30/2006	07/16/2007	Vallejo Sanitation and Flood Control District 450 Ryder Street Vallejo, CA 94590	Charles A. Canepa, Project Engineer 707-644-8949 x233 ccanepa@vsfcd.com

<u>PROJECT NO. 3</u>	<u>Date Started</u>	<u>Date Ended</u>	<u>Owner Name and Address</u>	<u>Name and Telephone No. of Person with Personal Knowledge of Bidder's Work on the Project (e.g. Project Manager)</u>
Mocha Groundwater Deminerlization Plant	June 2007	May 2009	Zone 7 Water Agency 100 North Canyons Parkway Livermore, CA 94551	Jamail Chahal - Project Manager 925-454-5027 jchahal@zone7water.com

SCHEDULE OF QUANTITIES

for

San Jose/Santa Clara Water Pollution Control Plant
MCC Phase II Replacement Design-Build Project
FY 2009-10 Capital Improvement Program

Bid				
Item	Description	Estimated Quantity	Unit Price (In Figures)	Item Price (In Figures)
1	Design and Construction of MCC Phase II Replacement	Lump Sum	N/A	1,020,000

Total Lump Sum Bid Amount in Figures 1,020,000


Total Lump Sum Bid Amount in Words One million - twenty thousand 00/100

Basis of bid evaluation: See Section 3-1.01 of the Special Provisions. The bid shall include all Federal, State, and other taxes, and shall be firm for a period of 120 days after bid opening. All bid items must be filled in completely.

BIDDER:

Blocka Construction, Inc.

Company



Signature

(Jean Blocka)

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Blocka Construction, Inc. as PRINCIPAL, and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the State of MA and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Total Bid Amount DOLLARS (\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on May 6, 2010 for **MCC Phase II Replacement Design-Build Project**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 29th
day of April, 2010.

PRINCIPAL

SURETY

Blocka Construction, Inc.
Legal Company Name

Liberty Mutual Insurance Company
Legal Company Name

Corporation
Indicate Type of Entity

By [Signature] CFO/COO
Title:

By [Signature]
Title: David G. Jensen Attorney-in-Fact

By [Signature] President
Title:

By Maryann Carafello
Title: Maryann Carafello, witness

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

GENERAL ALL-PURPOSE ACKNOWLEDGMENT

State of Arizona

County of Maricopa

On 04/29/2010 before me, Brandy L. Baich, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David G. Jensen
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the said instrument.



WITNESS my hand and official seal.

Brandy L. Baich

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ☐ GENERAL

- ☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Liberty Mutual Insurance Company

Bidder's Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

04/29/2010
DATE OF DOCUMENT

N/A
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On May 3, 2010 before me, Maureen Kelly-Thompson, Notary Public

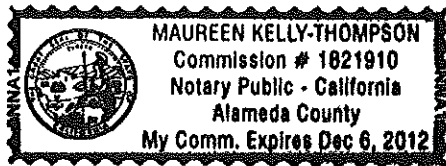
Date

Here Insert Name and Title of the Officer

personally appeared Jean Blocka

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond No. 2379737

Document Date: April 29, 2010

Number of Pages: 4

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jean Blocka

☐ Individual

☒ Corporate Officer — Title(s): Secretary/Treasurer

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Blocka Construction, Inc.

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DAVID G. JENSEN, MARYANN CARAFELLO, BRANDY L. BAICH, TERRY CRULL, ETHAN BAKER, ALL OF THE CITY OF PHOENIX, STATE OF ARIZONA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 75,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 15th day of July, 2008.

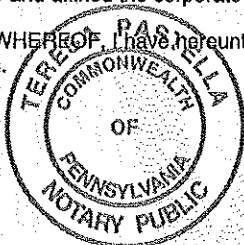
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of July, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

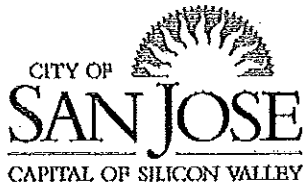
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 29th day of April, 2010.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Environmental Services Department

SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT

April 30, 2010

**ADDENDUM NO. 1
TO
THE PLANS AND SPECIFICATIONS
FOR
MCC PHASE II REPLACEMENT DESIGN-BUILD PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Plans and Specifications for the **MCC PHASE II REPLACEMENT DESIGN-BUILD PROJECT**.

IMPORTANT

THIS ADDENDUM MUST BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

INSTRUCTIONS:

This Addendum No. 1, pages 1 through 4, and attachments modifies the Bidding Documents for the MCC PHASE II REPLACEMENT DESIGN-BUILD PROJECT, and shall become part of the Contract Documents for this Project.

The Contract Time is not changed

Submit this Addendum #1 package with your bid proposal.

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

Blocka Construction, Inc.

Bidder's Name

Secretary/Treasurer

Signature and Title of Bidder
(Jean Blocka)

May 3, 2010

Date

Approved by:

Bhavani Yerrapotu, P.E.
Division Manager, Technical Support Services
SJ/SC Water Pollution Control Plant

THIS ADDENDUM CONTAINS FOUR (4) PAGES

ADDENDUM NO. 1
TO
PLANS AND SPECIFICATIONS
FOR
MCC PHASE II REPLACEMENT DESIGN-BUILD PROJECT

April 30, 2010

REQUESTS FOR INFORMATION

1. **Question:** During the contractor job walk we were verbally instructed to provide "Stainless Steel Enclosure" for MCC-N and "Stainless Steel Nema 1 Enclosure" for MCC-S02. We believe by specifying stainless enclosures the City's intent is that NEMA 4X equipment be provided for the two MCC's specifically mentioned. Please confirm.

Response: *The specification for the 600 Volt Class Motor Control Centers: 16480 Section 2.02.B only requires MCC-S02 to be Stainless Steel, Type 316, NEMA 1. MCC-N does not have to be Stainless Steel.*

If the manufacturers can only supply Stainless Steel with NEMA 4X enclosures, then NEMA 4X is acceptable.

2. **Question:** MCC-R existing single line (drawing 61E0200) shows two motors identified as "Chlorinator Feed Water Pumps" and which are labeled as **100 horsepower** units, both shown as served by size 3 starters in the subject MCC. The new MCC-R schedule indicates "no change". We believe the starter may be undersized or the motor horsepower incorrectly shown as 100. Please review and confirm.

Response: *The Chlorinator Feed Water Pumps (MCC R Compartments: 10D, 11D & 12E) are 50 HP. Refer to schematic 61E3001 Sheets 46, 50 & 55). The single line (61E0200) and bid drawing 61E2244 incorrectly show 100 HP.*

3. **Question:** A temporary MCC location has not been shown for the Outfall Building as was indicated for the other three locations. Please confirm the City's intent for a temporary MCC to be also provided during the installation and cutover of existing equipment for MCC-S02.

Response: *MCC S02 does require a temporary MCC. The location of the temporary MCC for MCC S02 is shown on the bid drawing: 66EE2255 Zone B5.*

4. **Question:** MCC R: In drawings 61E2243 and 61E2244, can Sections 1-9 be a continuous 20" sections? Can Sections 10-13 be 20" deep?

Response: *Some manufacturers can supply the MCC as shown in drawings: 61E2243 and 61E2244. However, it is acceptable for manufacturers to supply MCC R with Sections 1-9 as a continuous 20" deep. There is sufficient horizontal clearance on the northwest side MCC R to make Sections 10-13 20" deep with a wrap around bus to Section 9.*

Note: A 48" or greater horizontal clearance between the existing 480v switchgear and the rear side of MCC R Sections 1-5 must be maintained.

5. **Question:** MCC R: In drawing 61E2242 (MCC R Schedule) 19 vertical sections are identified. In drawing 61E2244 (MCC R Sections) only 13 sections are identified? Which is correct?

Response: *The layout shown in 61E2244 is correct. The components identified in the MCC R Schedule have been integrated in the new layout shown on 61E2244. Some control panels have been condensed into a smaller area.*